

R E M A R K S

1. Claims 1-4, 6-25 and 27-33 are pending in this Application. Reconsideration and further prosecution of the above-identified application are respectfully requested in view of the discussion that follows.

Claims 1-4, 6-25 and 27-33 have been rejected under 35 U.S.C. §103(a) as being obvious over U.S. Pat. No. 6,665,395 to Busey et al. in view of U.S. Pat. No. 6,771,765 to Crowther et al. After a careful review of the claims (as amended), it has been concluded that the rejections are improper and the rejections are, therefore, traversed.

2. The Examiner admits that "Busey does not specifically teach identifying the media type as exclusive or nonexclusive" (Office Action of 6/7/05, page 3). However, the Examiner asserts in the context of Crowther et al. that "the claimed 'exclusive media type' reads on the highest interruptibility level (such as, voice or phone call), which cannot be interrupted (see col. 7, lines 38-46 and col. 8, lines 14-20) . . . Therefore, it would have been obvious . . . to incorporate the feature of allowing no further customer contacts to be assigned to an agent when handling 'an exclusive' customer contact (such as voice calls), as taught by Crowther, into the Busey system in order to provide better, faster and professional service to customers" (Office Action of June 7, 2005, page 4).

It is noted first, however, that the Examiner reads far more into Crowther et al. than what is actually taught by Crowther et al. For example, on a first level, the interrupt level "defines the importance of that skillset with respect to other skillset" (Crowther et al., col. 4, lines 27-29).

However, "A skillset is broadly defined as a set of one or more skills that an agent possesses" (Crowther et al., col. 2, lines 38-39). As such and as used by Crowther et al., an interrupt has to do with agent skills and with the agent skills required by calls.

In contrast, the term "media type" refers to the communication medium over which a call is processed or to the processing capabilities of an agent's equipment. As would be clear to those of skill in the art, media type has nothing to do with the skills required by an agent in addressing customer questions or concerns.

In addition, while Crowther et al. explicitly states that "The highest level of interruptability is defined as level 1" (Crowther et al., col. 5, lines 12- 17), Crowther et al. fails to provide any teaching of how an interruptability level of 1 is to be used. FIGs. 3, 6, 7 and 8 only show the use of interrupt levels of 2, 4 or 5. Nowhere within the Crowther et al. description is there any discussion of what an interruptability level of 1 is, or how it is to be used. Could it be that interrupt level of 1 would be reserved for calls from a supervisor?

Since interrupt levels are defined in terms of skillsets used in handling calls, there is no basis for asserting that interrupts could or should, instead, be applied to media types. In addition, since there is also no teaching that supports applying interrupts to media types there is even less support for use of a interrupt level of 1 as a basis for exclusivity for any one particular media type.

For any of the above reason, the combination of Busey et al. and Crowther et al. fails teach each and every claim limitation. Since the combination fails to teach each and every

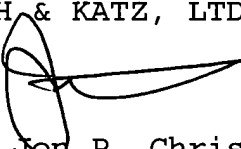
claim limitation, the rejections are improper and should be withdrawn.

3. The allowance of claims 1-4, 6-25 and 27-33 as now presented, is believed to be in order and such action is earnestly solicited. Should the Examiner be of the opinion that a telephone conference would expedite prosecution of the subject application, he is respectfully requested to telephone applicant's undersigned attorney.

Respectfully submitted,

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